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February 4, 2016

Subject: RFP HSR15-91 Questions & Answers

The following are responses to all questions submitted via email on or before the January 29, 2016 deadline for questions:

1. Cost Proposal (Section 5.3.3)

The RFP specifies that the contract is 100% State funded. Please confirm that the Authority only requires fully loaded rates and not a breakdown of costs underlying rates, including actual costs, fees, indirect costs, overhead, and taxes.

Response: The Authority only requires fully loaded rates.

2. Subcontractors (Section 6.6)

Does the Authority require separate cost proposal forms for the Contractor and each subcontractor or one set of cost proposal forms for the Contractor and including all subcontractors?

Response: A single set of cost proposal forms from the contractor that is inclusive of all subcontractors is required.

3. <u>Task Orders (Attachment F, Exhibit A Section 3.17)</u> This section reads:

"The Authority requires its professional Contractors to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by the Contractor that time is of the essence in the performance of each task of this Agreement."

Please confirm that the Task Order will specify and govern the exact work to be performed, deliverables to be provided, and schedule of work performed by the Contractor.

Response: Yes, the Task Orders will specify and govern the exact work to be performed, deliverables to be provided, and schedule of work performed by the Contractor.

4. <u>Task Orders (Attachment F, Exhibit A</u> Section 3.18) This section reads:

"Contractor will be required to submit a Cost Proposal for the prime Contractor team and for all Subconsultants. The Contractor and all Subcontractors shall maintain an acceptable cost accounting system and a time recording system which is Task Order specific. The Contractor may be required to maintain time records on a sub-task basis."

Please confirm that the reference to cost accounting system, which is normally required as part of a federally funded project, can be achieved by maintaining timekeeping, expense, and billing records on a per Task Order basis.

Response: Yes, an acceptable cost accounting system and a time recording system for the Contractor can be achieved by maintaining timekeeping, expense, and billing records on a per Task Order basis.

5. <u>Confidentiality of Data (Attachment F, Exhibit D Section</u> 3.1) This section reads:

"All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure."

Please confirm that the Contractor is able to disclose confidential information to its subcontractors, affiliates, and vendors, domestic and foreign, in order to carry out its performance required by the Agreement and that unauthorized use and disclosure pertains to entities other than the Contractor's own personnel, including subcontractors, affiliates, and vendors, domestic and foreign, involved in the performance of this Agreement.

Response: Yes, the confidentiality provisions do flow down to subcontractors, proposers and affiliates required in the performance of the agreement.

6. <u>Limitation of Liability (Attachment F, Exhibit E Section</u> 3.1) This section reads:

"Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the contract value as stated on the Std. 213."

Section 2 of the RFP states that work will be issued to the Primary Contractor and Secondary Contractor on a task order basis. Since the actual work performed (and amount of contract amount earned) will be determined by the total task orders issued to each Contractor, it is unlikely that the actual work will equal the total contract amounts. Is the limitation of liability intended to reflect actual contract activity to be calculated based on the cumulative amount of all task orders issued to date (i.e., limitation of liability increases according to the task orders issued) or the total possible contract value whether or not that can be actually earned??

Response: The limitation of liability will be for the contract total value.

7. Third Party Indemnification (Attachment F, Exhibit E Section 3.1)

GTC 610 has a standard indemnity clause that is used for State contracts. The Authority has included an additional indemnification provision which appears to extend and create an additional indemnification obligation to third parties and specifically Parsons Brinkerhoff, Inc. As third parties, such as Parsons Brinkerhoff, Inc., are not a party to the contract. What is the purpose of this additional indemnification that is above what is normally required by the State and extends rights to those that are not a party to this contract?

Response: This clause is a requirement of the Rail Delivery Partner contract.

8. <u>Damages Due to Errors and Omissions (Attachment F, Exhibit E Section 7)</u> This section reads:

"The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A Contractor may be liable for Authority costs resulting from errors or deficiencies in designs furnished under its Agreement."

It appears that this section relates to technical engineering and design contracts and will not be relevant to the services being provided by the Contractor under the Scope of Work. Please confirm that this does not apply to financial advisor services and consider deleting the second sentence in this paragraph as the Contractor will not be providing designs under the Agreement. Please also confirm that this section is subject to the Limitation of Liability in Section 2 of Attachment F, Exhibit E.

Response: The second sentence in this paragraph will be modified to delete the term "designs" in an upcoming addendum.

9. Insurance (Attachment F, Exhibit E Section 7)

It appears significant language has been added to the RFP related to insurance requirements when compared to RFPHSR14-01, including requiring copies of insurance policies. These requirements are in addition to the State's Standard Terms and Conditions (GTC 610) from the Department of General Services.

Consistent with industry practices, please confirm that certificates of insurance are suitable and insurance policies which are propriety and confidential information are not required to be submitted to the Authority.

Response: Prior to commencement of work, submitting certificates of insurance and endorsements to the Contract Manager will be acceptable. The Authority still reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 10. **RFP**, **Section 2**, **Purpose and Overview of RFP**, **page 2**: Can the Authority specify in more detail the situations in which the Authority would contract for Task Order services with the selected Secondary Contractor when the Primary Contractor is "unable to perform"?
- a. Would use of the Secondary Contractor only occur after the Primary Contractor has first been offered the work and has indicated that it unable to perform the work?

Response: Yes.

b. Would use of the Secondary Contractor only occur in cases where the Primary Contractor does not have the resources to complete the work?

Response: Please see the response to the above question.

c. Would use of the Secondary Contractor ever occur for certain Task Orders that the Authority may desire to be performed by the Secondary Contractor?

Response: All Task Orders will be offered to the Primary Contractor first and they will have first right of refusal.

d. Could there be cases where the Authority contracts with both a Primary Contractor and

Secondary Contractor for one task within the Scope of Work (e.g., 2.1, 2.2, etc.)

Response: Please see the responses to the above questions; if the Authority issues more than one Task Order for a specific task, yes.

e. Does the Authority envision the potential for cases where the Authority may request use of a specific firm(s) or personnel (e.g., with specialized skills) for an individual Task Order (applicable for either Primary or Secondary Contractor)?

Response: Please see the responses to the above questions.

f. In cases where the Secondary Contractor were offered a specific Task Order, will the Authority require the 30% Small Business and 3% DVBE preference for that Task Order?

Response: The 30% Small Business and 3% DVBE participation requirement is for the total contract. It will be the Contractor's responsibility to manage meeting the participation requirement.

11. **RFP Section 5.1, item 2, page 9.** Confirm that the 50 page Technical Proposal page limit specified on page 9 of 20 of the RFP does not include resumes, references, certifications and business license, and the Forms and Certifications. The RFP states that these items should be attached to the Transmittal Letter (under Part 1, Administrative Response), but we wanted to be sure.

Response: The 50 page Technical Proposal page limit specified in the RFP is not inclusive of resumes, references, certifications and business license, and the Forms and Certifications.

12. **RFP Section 5.3.2, Section D, Schedule of Tasks, items 1 through 3, page 13**: The RFP states that schedule shall specify timeframes, deliverable due dates, schedules, and hours for each task. Given the contract will be task-order based, does the Authority envision that as the project unfolds the actual timeframe, deliverable due dates, schedule, and hours for each task will differ from those proposed and that these differences are acceptable and could be significant?

Response: The Authority will utilize the Contractor's expertise in developing the timeframes, deliverable due dates, schedules, and hours for each task. The Contractor will be required to provide the Authority with the skills and requisite experience to manage the contract requirements and overall schedule for activities over the four year life of the contract.

- 13. **RFP Section 5.3.3, Part 3, Cost Proposal, page 14**: The RFP states that the "cost information" will become a part of the final contract.
 - a. Does the Authority envision that the Cost Proposal will become a part of the final contract? If so, how does the Authority envision that the Cost Proposal information will become part of the contract given that actual costs may differ based on the task-order nature of the contract?

Response: The Proposer's response on Attachment E, will become part of the contract and will be used to determine the total amount of the contract.

b. Alternatively, as opposed to the Cost Proposal, does the Authority envision that only the

capped hourly rates will become part of the contract?

Response: The proposed hourly rates from the Proposer's response to Categories 2.1 through 2.9 will be used as the hourly rates for the Task Orders.

14. **RFP Section 6.1.1 Stage One: Fulfillment of RFP Mandatory Format, page 15:** The RFP says that if a proposal is not rejected for technical reasons, it still may be rejected if it is deemed non-responsive. Can the Authority clarify that non-responsive bids will not be included as part of the Cost Proposal Evaluation in Stage Two?

Response: Non-responsive bids will not be included as part of the Cost Proposal Evaluation in Stage Two.

15. **RFP Section 6.1.2 Stage Two: Evaluation of Proposals, page 15**: The RFP says that the formula for allocating points for each cost proposal is based on the Lowest Cost Proposal. Does the "Cost Proposal" represents the Total Contract Costs the provided in Attachment E, Cost Proposal Format or does the Authority envision an alternative approach for determining the Cost Proposal?

Response: The Proposer's response on Attachment E will be used to determine the Proposer's Total Cost Proposal.

16. In Section 6.1 Proposal Evaluation, can a Proposer submit a Technical Proposal and Cost Proposal for only some of the tasks listed in the Scope of Work? If so, how will this be evaluated?

Response: Please see response to Question 18.

17. In the Conflict of Interest provisions of Attachment F, Exhibit D, Section 5, can the Contractor or its subcontractors also serve as an underwriter, placement agent or investor in future offerings or financings related to the Project?

Response: See Section 3.6 of the RFP. Requests for an organizational conflicts of interest determination can be submitted to the Office of the Chief Counsel, as provided for in the Policy.

18. Cost Proposal Section 5.3.3 and Cost Proposal Evaluation Section 6.1.2 describe how the Proposer must submit a Cost Proposal with hourly rates and an estimate of hours and that the Authority will compensate the Contractor based on actual hours worked. The Authority will then evaluate each Cost Proposal based on a formula that awards the maximum number of points to the Proposer with the lowest Cost Proposal. Can the Proposer submit a Cost Proposal based on a success fee or transaction fee or some other contingent arrangement other than time and materials? If so, how will this be evaluated in the Cost Proposal Evaluation?

Response: For Proposer's to be responsive to the RFP Cost Proposal, they must submit costs and hourly rates in the format provided in Attachment F. Proposals submitted based on a success fee or transaction fee or some other contingent arrangement will not be considered responsive.

19. Cost Proposal Evaluation Section 6.1.2 describes the Authority will evaluate each Cost

Proposal based on a formula that awards the maximum number of points to the Proposer with the lowest Cost Proposal.

The Scope of Work is subject to a wide variety of interpretations as to the level of effort and hours expended to complete each task. A significant point differential (possibly as high at 50% of the cost score – 150 points) is possible if one Proposer submits a narrow scope with a limited number of procurements and projects and a corresponding very low Cost Proposal as compared to other Proposers that bid assuming more projects and task coverage. How will the Authority ensure that an artificially low Cost Proposal is not awarded the maximum number of Cost Proposal points? Is there a minimum cost level that would be required to be compliant to cover all services for the full 4 years?

Response: The Authority will rely on the Proposer's expertise in developing the timeframes, deliverable due dates, schedules, and hours for each task. The proposer will be required to provide the Authority with the skills and requisite experience to manage the contract requirements and overall schedule for activities over the four year life of the contract. Reference the Authority's 2014 Business Plan

http://www.hsr.ca.gov/docs/about/business plans/BPlan 2014 Business Plan Final.pdf

20. In relation to the scope elements described in Attachment F, Exhibit A, Section 2 (Scope of Work), we would like to confirm whether there are any restrictions or limitations on accomplishing specific scope elements by subcontracting to external specialist resources.

Response: There are no restrictions or limitations on accomplishing specific scope elements by subcontracting to external specialist resources.

21. 5.3.2(D)(3) refers to "milestones" within the Scope of Work section of Attachment F; there is not anything specifically labeled as "milestones" in the Scope of Work; is this meant to refer to the overall schedule or some particular element?

Response: Please see response to Ouestion 19.

22. 5.3.2(E) asks that Proposers "provide" at least **one example of a similar financial analysis plan** prepared for a client. Please confirm that proposers are expected to provide the completed work product (subject to any confidentiality requirements) rather than only a description of the contents?

Response: Proposers are to provide one example of a similar financial analysis plan prepared for a client, a description of the content will not meet this requirement.

23. Attachment F, Exhibit B, clause 2.3 **refers to an "amount on the Std. 213"**; please confirm what the Std. 213 refers to and how it relates to the Cost Proposal submitted by a Proposer.

Response: The total contract amount referenced on the Std. 213 will be the vendor's total cost proposal for the four year term of the contract.

24. Please consider revising the requirements for the cost proposal (p. 14), and/or cost evaluation approach.

Given the 4-year duration of the contract and general nature of the tasks identified in the scope of work, proposers are not in a position to assess exact labor

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quantities. As but one example, if and when the Authority proceeds with Northern or Southern or multiple elements of the project could impact the amount of procurement work.

According, we suggest the Authority provide for pricing purposes:

- a time or budget breakdown across the various tasks and/or required minimum number of hours by task;
- or that the price scoring be done based on blended hourly rate with the Authority specifying a number of hours by labor category per task.

Otherwise, the Authority may be making a selection based on differing assumptions about the extent of the scope rather than the relative cost or efficiency of proposers.

Response: Please see response to Question 19.

25. Section 2, Could the Authority provide the calculation method of the scoring incentive for exceeding the 3% DVBE utilization requirement?

Response: The 3% Disabled Veteran Business Enterprise is a mandatory Pass/Fail requirement and is not scored in this RFP.

26. Section 5.3.2 C, Please confirm that we are only required to provide resumes for material personnel.

Response: Reference RFP Section 5.3.2 C.

27. Section 5.3.2 D, *Technical Proposal*, *D.3* specifies that the schedule shall be developed in accordance with the milestones identified in the Scope of Work. However, it does not appear that specific milestones are listed in the SOW except for the Biannual Business Plan. Would the Authority please clarify? Or should the Scope of Work be read to mean those scopes agreed to in future Task Orders issued under the contract?

Response: Please see response to Question 19.

28. Section 5.3.3The cost proposal format requires proposers to provide the names and classifications for each of the identified tasks. The magnitude of the contract will call for a large team of consultants, and listing every single individual may result in an unwieldy staffing plan in the technical proposal, and a cost proposal that will run over 30 pages. In addition, our junior staff also may get promoted and change classification during the 4-year period and new junior staff will be hired (some positions are only held typically for 2-3 years).

We suggest that (i) all hours for all staff or at least all non-key and junior staff be aggregated for a given classification, and (ii) resumes for such non-key and junior personnel not be required. This would match the format sample task order provided

Response: Reference RFP Sections 5.3.2.B and 5.3.2.C.

29. Section 5.3.3, For simplicity, can the costs of subcontractors be shown as lump-sum summary cost (by firm and by task) in the cost proposal? A rate card for each

in Attachment G shows hours per classification rather than individuals.

subcontractor could also be included in the proposal or provided during negotiations.

Response: Please see response to Question 2

30. Section 5.3.3 Considering the 4-year contract duration, please confirm hourly rates can be escalated. We note Attachment F, Exhibit B Section 2.1 references an annual adjustment.

Response: There will be no allowance or considerations in the contract for escalations or increasing the hourly rates. The language in Exhibit B Section 2.1 will be modified in an upcoming addendum.

31. Section 6.1.2 Please confirm the "Lowest Cost Proposal" which will receive the maximum 300 points cost proposal score must be compliant and responsive. Otherwise, a non-compliant proposal could impact the scoring of all proposals.

Response: Non-responsive proposals will not be included as part of the Cost Proposal Evaluation in Stage Two.

32. Cost Proposal and Forms Please provide a word version of the Cost Proposal Format, Forms A through D, as well as Certificates 1 through 10.

Response: The Authority does not provide RFPs in word format.

- 33. Attachment F Exhibit A Section 2.8.1 "The Contractor shall analyze financial elements of major contracts, financial and construction contract data, processes, systems and alternatives. As directed by the Authority, the Contractor will assist in analysis, support and workshops related to procurement processes, risk allocation, contract administration, invoice review and approval, project costtracking, reporting and forecasting, contract change processes, systems assessment, organization and project reporting." Questions:
 - 1) How is "major contract" defined and how many do you expect to be reviewed over each 12 month period?

Response: Major contract would be defined as mission critical contracts such as; design build, concessionaire, rolling stock, etc., that have large dollar values and are complex in scope and implementation. The quantity is unknown; reference the CHSRA website http://www.hsr.ca.gov/ for examples of these types of contracts.

2) What tasks are expected as a component of "invoice review"?

Response: Invoice review at a minimum would be checked for accuracy, .but is not limited to the following;

- Was the work billed actually performed?
- Was the work billed within the SOW?
- Are the billed rates specified in the Contract and within budget?
- Are payments following the expected pattern?
- Are facility costs properly accounted for?

- Are weak monitoring provisions being documented so improvements can be made to future contracts?
- Are indications of weak accounting practices on the part of the vendor being addressed by the Authority?
- Is internal processing of documents and invoices at the Authority being properly handled?
- 3) What volume of invoices do you anticipated being reviewed each month?

Response: Reference the current list of contracts provided to the Finance and Audit Committee and listed on the Authority's website http://www.hsr.ca.gov/.

4) Please list the systems that you would like reviewed as a component of the activity "systems assessment".

Response: See Section 2.8. of Exhibit A of the Standard Contract and the response to Question 33.

- 34. Exhibit A Section 2.9.1 "Preparation, review or analysis of Financial Information Technology (IT) solutions and feasibility study reports." Questions:
 - 1) Is the list of Financial IT solutions already defined (e.g., "proposed Hyperion data warehouse to extract operational data from FI\$cal")?

Response: We don't have a list of IT solutions (Hyperion is one likely example).

2) If yes, what are the solutions the Authority is looking at?

Response: See above response.

3) What is the scope of activities that the solutions need to address?

Response: Unknown

35. Attachment F Exhibit A Section 2.9.3 "Development, review or analysis of desk procedures and policies of the Financial Office." Question: Could you please define the activities for which desk procedures and policies are needed (e.g., Accounts Payable, Accounts Receivable, General Ledger, Financial Planning & Analysis, Payroll, Asset Management)?

Response: The contractor will be required to work with Authority staff in the development, review or analysis of desk procedures and policies of the Financial Office which consists of accounting functions, grants, budgets and contracts. Desk procedures and policies could be at the organization or individual levels.

36. Attachment F Exhibit A Section 2.9.4 "Provide support for the Financial Office with the implementation activities of the State's FI\$Cal System including migration from CALSTARS." According to documentation contained in the FI\$Cal website (www.fiscal.ca.gov), the California High Speed Rail Authority is in "Wave 2" implementation, and the Wave 2 implementation was scheduled to

go-live July 1, 2015. Questions:

1) Could you confirm when the California High Speed Rail Authority went live (or will go live on FI\$Cal)?

Response: The Authority was part of the Wave 2 implementation and went live on August 12, 2015.

2) What FI\$Cal modules/functionality is the California High Speed Rail Authority currently operating?

Response: Accounts payable, general ledger, accounts receivable, asset management and some procurement functions.

3) What FI\$Cal modules/functionality is expected in future releases and what is the timeline?

Response: Please reference the FI\$Cal website for this information.

37. Attachment F Exhibit A Section 2.9.5 "Participate in the Authority's review of Unsolicited Proposals or similar type of documents." Question: how many, if any, unsolicited proposals and of what type and/or what volume of work should be assumed for cost proposal purposes?

Response: This information is not known at this time. Reference the response to Question 19.

38. Attachment F Exhibit B, Section 2.1, Overhead Rates should not apply if fully hourly rates are to be provided (see Section 5.3.3).

Response: Please see response to Question 2.

39. Attachment F Exhibit B, Section 8, For Task Orders that do not span the entire duration of the Agreement, please clarify in which circumstance the 10% payment retention would be withheld until the end of the Agreement, as opposed to the relevant Task Order.

Response: Reference Public Contract Code Section 10346

40. Attachment F Exhibit E Section 2.1 Liability for damages shall be limited to contract value. Given that work will be issued on a Task Order basis and a total contract value initially unknown (as the Authority will award two contracts), can you confirm the Authority can limit liability to the aggregate amount of fees paid to Contractor under task orders executed rather than an open-ended contract value?

Response: Please see response to Question 6.

41. Attachment F Exhibit C Section 5 and Section 3.1, Please confirm the indemnities within Attachment F, Exhibit C General Terms and Conditions Section 5 and Attachment F, Exhibit E, Section 3.1 will be subject to the overall limit on liability.

Response: See Attachment F, Exhibit E, Section 2.

42. Attachment F Exhibit D Section 6.2 Please clarify how Attachment F, Exhibit D, 6.2 would work in practice where the Authority's Chief Financial Officer shall decide disputes not disposed of by mutual agreement while the "final decision of Authority is not binding on the Contractor." We would prefer to explore options under Attachment F, Exhibit D, 6.1 for alternative dispute resolution to supersede other forms of settling disputes and/or could this be clarified in the Agreement?

Response: No, the language will remain as is.

43. Attachment F Attachment F, Exhibit C General Terms and Conditions Section 4 - Given that the agreement will involve fully loaded hourly rates, can you confirm that providing copies of our books and records sufficient to substantiate our invoices such copies would satisfy the audit requirements of the Agreement and/or could this be clarified in the Agreement?

Response: Providing copies of books and records sufficient to substantiate invoices is not sufficient to comply with the requirement to make available any records and supporting documentation pertaining to the performance of the agreement. An audit would not be limited to verifying amounts invoiced. This language will remain as is.

44. We always seek to ensure that we can fully comply with contracts and with evolving professional and regulatory requirements. Could the Authority please consider the following and/or recognizing that these matters may be firm-specific can the Authority please confirm that a good faith discussion of these provisions after award is acceptable?

Response: The Authority will not revise the terms and conditions after contract award.

Exhibit D, Section 3 - Would it be possible to clarify in the confidentiality provisions of the contract that we would be allowed to disclose information if required by law or applicable professional standards and that we may provide client information to our subcontractors and to third parties providing us with administrative support services so long as such parties are bound by confidentiality obligations no less stringent than those to which we are bound?

Response: Please see the response to Question 5.

Exhibit D, Section 7 - Please confirm that the Authority would permit termination of the Agreement if we reasonably determine that we can no longer provide the services in accordance with applicable law or professional obligations?

Response: No, under the contract termination is only a process available to the state. This language will remain as is.

Exhibit E, Section 9 - Please consider limiting requirements of waiver of subrogation to "claims related to Contractor's sole negligence."

Response: No, wording will stay the same.

Exhibit E, 9.6.1.1 - Please consider only requiring copies of insurance policies if there is a claim and there is a coverage dispute.

Response: No.

Attachment F, Exhibit E, 9.6.3.1 - Please consider removing.

Response: No, this language will remain as is.

Exhibit E, 9.6.8.1 - Please consider removing "oblige its insurance agent or broker and insurers to" as we could provide notice to Authority on cancellation or nonrenewal.

Response: No.

Exhibit E, 9.6.9.1 - Please confirm this requirement may be satisfied by a blanket additional insured endorsement.

Response: Maybe acceptable provided it is reviewed by the Authority prior to commencement of work.

45. From the existing Financial Advisor contract resulting from the prior procurement, will the Authority provide an estimated allocation of the percentage of hours spent, on each of the tasks worked the Contractor has worked on? Will the Authority also please discuss if that allocation is reasonably indicative of the allocation that should be expected going forward and, if not, generally why not?

Response: The Authority will rely on the Proposer's expertise in developing the timeframes, deliverable due dates, schedules, and hours for each task. The proposer will be required to provide the Authority with the skills and requisite experience to manage the contract requirements and overall schedule for activities over the four year life of the contract.

- 46. Please provide:
 - Organization chart of your current Procurement department.
 - Number of current FTE in your Procurement department.
 - Expected number of FTE in your Procurement department in FY 2018.
 - Organization chart of your current Finance department.
 - Number of current FTE in your Finance department.
 - Expected number of FTE in your Finance department in FY 2018.

Response: Please reference the Authority's website http://hsr.ca.gov/docs/brdmeetings/2016/brdmtg_011216_FA_Executive_Budget_Summary3.pdf

47. Section 5.3.3, Please confirm that subcontractors can be hired on a lump-sum basis, and that their amounts be shown as such in the cost proposal.

Response: Please see response to Ouestion 18.